

CONTRACT BETWEEN
STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE
AND
CITY OF FORT LAUDERDALE

THIS CONTRACT is entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE (hereinafter referred to as the "Department")**, whose address is **2737 CENTERVIEW DRIVE, TALLAHASSEE, FLORIDA, 32399-3100** and **CITY OF FORT LAUDERDALE (hereinafter referred to as the "Provider")**, whose address is **1300 WEST BROWARD BOULEVARD, FORT LAUDERDALE, FLORIDA, 33312**, to provide services that address the issue of overrepresentation of minority youth in Florida's juvenile justice system by focusing on the issue of Racial and Ethnic Disparities (RED) and Disproportionate Minority Contact (DMC).

In consideration of the mutual benefits to be derived from performance under this Contract, the Department and the Provider do hereby agree:

I. PERFORMANCE

- A. The Provider shall provide services in accordance with the terms and conditions specified in this Contract including all attachments and exhibits, which constitute this Contract document.
- B. The Provider shall provide units of deliverables, including, but not limited to, reports, services and findings, as specified in this Contract, which must be received and accepted by the Department's Contract Manager in writing prior to payment.

II. GOVERNING AUTHORITY

The references listed below are included in the Contract for convenience only and do not change, modify, or limit any right or obligation of this Contract and any applicable local, state or federal laws, rules, regulations, and codes.

A. State of Florida

This Contract is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws. Each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity. The remainder of any such provision and the remaining provisions of this Contract shall remain fully effective and valid. Venue for any legal, administrative or other proceeding regarding this Contract shall be in Leon County, Florida.

1. Environmental Protection

- a. It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this Contract shall be procured in accordance with the provision of Section 403.7065, Florida Statutes.
- b. The Provider shall comply with Rule 62-730.160, Florida Administrative Code, regarding the production and handling of any hazardous waste generated under this Contract.

2. Public Records Access

The Provider agrees to allow access and review of all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance in connection with the transaction of official business by any agency as defined in subsection 119.011(12), Florida Statutes. All said documents made or received by the Provider in conjunction with this Contract shall be made available, except those public records which are made confidential by law must be protected from

disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

B. Federal Law

1. If this Contract contains federal funds, the Provider shall comply with the provisions of 45 CFR Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
2. If this Contract contains federal funds and is over \$100,000.00 the Provider shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C.7401 et seq), section 508 of the Federal Water Pollution Act, as amended (33 U.S.C. 1251 et seq), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.
3. The Provider agrees no federal funds received in connection with this Contract may be used by the Provider, or an agent acting for the Provider, to influence legislation or appropriations pending before the Congress or any State legislature pursuant to sections 11.062 and 216.347, Florida Statutes.
4. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of 274A(e) of the Immigration and Nationality Act (8U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider shall verify the employment eligibility of Provider employees through The United States Department of Homeland Security's E-Verify system as stipulated in the "The E-Verify Program for Employment Verification" Memorandum of Understanding and other applicable guidelines of the U.S. Department of Homeland Security. Violation of such shall be cause for unilateral cancellation of this Contract by the Department. The Provider shall be responsible for including this provision in all subcontracts issued as a result of this Contract.
5. If this Contract contains in excess of \$10,000 in federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, as supplemented in the Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
6. If this Contract contains federal funds and provides services to children up to the age of 18, the Provider shall comply with the Pro Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
7. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in or be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35, Part 38, and Part 39.

III. **CONTRACT TERMS AND METHOD OF PAYMENT**

A. Contract Term

1. This Contract shall begin on **September 1, 2015**, or upon full execution, whichever is later, and shall end at **11:59 P.M. on August 31, 2016**. In the event the parties sign this Contract on different dates, the latter date shall be the effective date.

2. The Department may renew this Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original contract, or three years, whichever is longer. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, subject to the availability of funds and other factors deemed relevant by the Department. Any costs incurred by the Provider for the renewal of this contract shall not be charged to the Department.
3. Modifications or amendments of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed by all parties observing all the formalities of the original Contract, with the exception of the Provider and Department contacts identified in Attachment I, Section IV., Reports. Changes to the contacts will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract file.

B. Method of Payment

The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Contract. Furthermore, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The parties agree that the Department is only responsible for payments as specified below.

1. Contract Amount

Total compensation under this Contract shall not exceed **\$27,777.00**.

This is a fixed price (unit cost) Contract. The Department shall pay the Provider for the delivery of service units provided in accordance with the terms of this Contract.

Deliverable	Unit	Unit Rate	Total Cost
DMC Training and Technical Assistance	4	\$3,160.55	\$12,642.20
DMC Analysis Report	4	\$1,891.85	\$7,567.40
Youth Focus Group	4	\$1,891.85	\$7,567.40
Total Contract Amount			\$27,777.00

2. Payment and Submission of the Final Invoice

The Provider shall submit the final invoice for payment to the Department no later than forty-five (45) days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payments are forfeited and the Department will not honor any requests submitted after the above time period. Any payment due under the terms of this Contract may be withheld until the Provider complies with the requirements of this Contract, including submittal of all reports due from the Provider and the return of all Department-furnished property. Invoices for reimbursement, fees, and/or compensation for services or expenses must be submitted in sufficient detail to conduct a proper pre-audit and post-audit.

3. Travel

Where itemized payment for travel expenses are permitted by this Contract, the Provider shall submit an invoice in accordance with section 112.061, Florida Statutes, or at lower rates as may be provided in this Contract. All expenditures related to travel, regardless of the method of payment must be in accordance with the terms and conditions of this Contract and section 112.061, F.S.

4. Options

The Department has the option to modify the Contract in the event the Department's needs for programming change. Any increased units of service or changes in services shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment. Changes agreed to under these options may result in a change to the Maximum Contract Dollar Amount.

5. Reduction of Invoice for Non-Delivery of Service
The Department may reduce the amount of the monthly payment after finding substantial evidence of the Provider's non-delivery of service(s) required by the Contract, preparing written findings substantiating the Provider's failure to perform, and notifying the Provider of the proposed reduction of the monthly payment, and providing an opportunity for discussion of the proposed reduction in payment. The amount of any reduction shall be based upon the costs of those services not performed during the payment period.
6. Supplemental Expenditure
The Department, at its option and without notice to the Provider, shall have the right to make any payment or expenditure the Provider failed to have made under the Contract, to ensure all contracted services will remain available to youth if the Provider fails to perform as required under this Contract. Such expenditures by the Department may include, but are not limited to, payment for repairs affecting life, health or safety of youth or staff, food and medical services, utilities, claims for which liens may be attached to the property, insurance premiums, and other supplementary goods or services. Any payment by the Department shall be without prejudice to any of the Department's rights or remedies under this Contract, at law, or in equity. All sums paid by the Department, including indirect costs incurred by the Department to bring the program into compliance with Contract requirements pursuant to this paragraph shall be immediately due and payable from the Provider. Such sums may be recovered by the Department by means of a reduction to a monthly invoice payment otherwise payable to the Provider under the Contract Payment Method. Recovery of the cost described above shall not relieve the Provider of the duty of full performance under the Contract. The Department will provide written notice after the fact to advise the Provider of why the decision was made, and any amount due to the Department from the Provider.
7. Pursuant to Comptroller's Memorandum #04 (2005-2006), all expenditures under this Contract shall be in compliance with laws, rules and regulations applicable to expenditures of State funds, including but not limited to the *Department of Financial Services Reference Guide for State Expenditures*. Only allowable costs resulting from obligations incurred during the term of the Contract shall be reimbursed to the Provider. The Provider shall refund to the State any balances of un-obligated cash that have been advanced or paid.
8. Staff Training Costs
 - a. All costs occurring from, or associated with, Department-required training necessary for performance under this Contract or otherwise required by federal or state law, rule, or Department policy for Provider employees, agents or subcontractors, shall be the responsibility of the Provider, and as outlined in the Provider's awarded response to the Department's solicitation. Therefore, all training costs are included in the total cost of the services requested. The Department is not responsible for and, therefore, shall not reimburse any additional, itemized training costs, including but not limited to, software, licenses, travel and materials, incurred in the performance of this Contract other than the Compensation stated in Section III.
 - b. At a minimum, staff shall be trained in the Department's policy FDJJ 2020 (dated 3/31/2014) on child abuse and incident reporting; and the Provider must also receive training on the Juvenile Justice Information System (JJIS) and other computer applications such as SVS and PMM as needed, safeguarding client confidentiality, CPR/First Aid/AED, PREA, Suicide Prevention, Ethics: Civil Rights, EEO and Sexual Harassment, and lastly Trauma Informed Care. These required trainings can be in-house or the Provider may use the Department's Learning Management System to gain access to the Department offered trainings. All staff must have in his/her personnel file documentation of the completion of minimum training requirements, with the number of hours

earned. This information shall be updated annually and copies shall be provided upon request to the Department's Contract Manager. The Department's Contract Manager must approve any independent training curriculums.

IV. LIABILITY

Indemnification

- A. Pursuant to section 768.28(11)(a), Florida Statutes, the Provider agrees it and any of its employees, agents or subcontractors are agents and not employees of the State while acting within the scope of their duties and responsibilities to be performed under this Contract. The Provider further agrees to indemnify the Department, upon notice of any liabilities caused by the Provider or its employees' or agents' negligent or tortious acts or omissions within the scope of their employment under this Contract up to the limits of sovereign immunity as set forth in Florida law. The Provider further agrees to defend the Department and hold it harmless, upon receipt of the Department's notice of claim of indemnification to the Provider, against all claims, suits, judgments, damages or liabilities, including court costs and attorneys' fees incurred by the Department because of the negligent or tortious acts of the Provider or its employees, agents or subcontractors. As the Provider is a municipality within the State of Florida, nothing contained herein shall constitute a waiver of the municipality's sovereign immunity as defined by section 768.28, Florida Statutes, as may be amended from time to time.
- B. The Provider is responsible for all personal injury and property damage attributable to its negligent or intentional acts or omissions, including civil rights violations, and of its officers, employees, and agents thereof, including volunteers, vendor and subcontractors, or youth of or visitors to the program. As the Provider is a municipality within the State of Florida, nothing contained herein shall constitute a waiver of the municipality's sovereign immunity as defined by section 768.28, Florida Statutes, as may be amended from time to time.

V. TERMINATION

All termination notices shall be sent by certified mail, or other delivery service with proof of delivery as detailed in Attachment I, Section IV., of this Contract.

Department Convenience

The Department may terminate this Contract, in whole or in part, without cause, for its convenience, and without additional cost to the Department, by giving no less than thirty (30) days written notice to the Provider.

Provider Convenience

The Provider may terminate this Contract, without cause, for its convenience, by giving no less than ninety (90) days written notice to the Department, unless both parties mutually agree in writing to a different notice period. The Provider shall be operating in a state of compliance with the terms and conditions of the Contract at the time the notice is issued and shall remain compliant for the duration of the performance period. The Provider shall notify the Department's Contract Manager via the United States Post Office, or delivery service that provides verification of delivery or hand delivery.

Default

The Department may terminate this Contract, in whole or in part, for default, pursuant to the provisions of Rule 60A-1.006(3), Florida Administrative Code, upon written notice to the Provider. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3) and (4), Florida Administrative Code. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages (including, but not limited to, re-procurement cost).

Lack of Funding

In the event funding for this Contract becomes unavailable, the Department may terminate the Contract upon no less than fifteen (15) days written notice to the Provider.

VI. FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS

The Department has determined that this is a sub-recipient contract. Sub-recipients of state or federal financial assistance are exempt from the 1% MFMP transaction fee per FAC rule.

A. Financial Audit Compliance:

1. The Provider shall provide to the Department an audit in accordance with the requirements of the Florida Single Audit Act (Exhibit 1), as applicable. Information regarding this audit is specified in Exhibit 2 of this Contract.
2. This audit shall be submitted within nine months (270 calendar days) after the end of the Provider's fiscal year and 12 months after the end of a governmental agency's fiscal year.
3. The Catalog of Federal Domestic Assistance number for this program is **16.540**.

B. Accounting Requirements for Recipients and Sub-Recipients of Federal or State Financial Assistance

1. The Recipient shall establish and utilize accounting mechanisms and records in accordance with generally accepted accounting procedures and practices, which fully and accurately reflect, track, and document, the receipt, investment, expenditure, and disbursements to Sub-recipients, and which fully and accurately reflect, track, and document satisfaction of all matching requirements under this Contract.
2. Where the Recipient in its accounting mechanisms and records relies on reports and information from Sub-recipients, the Recipient shall have required and assured that such reports and information are based upon accounting mechanisms and records established and maintained by Sub-recipients in accordance with generally accepted accounting procedures and practices, which fully and accurately reflect and track receipt, investment, and expenditure or refund of all funds disbursed to those Sub-recipients, and which fully and accurately reflect, track, and document satisfaction of all matching requirements under this Contract.
3. Co-mingling by the Recipient or Sub-recipients of state funds with any other funds is strictly prohibited. The Provider shall keep separate state funds from multiple agencies and/or multiple programs within the same agency. The Recipient and Sub-recipients shall establish and maintain accounting records for funds and shall account for such funds on a basis separate and apart from other funds and activities of the Recipient and Sub-recipients.
4. The Recipient shall maintain and shall ensure that Sub-recipients for their activities maintain, sufficient documentation of all expenditures of funds (e.g., detailed invoices, cancelled checks, payroll detail, bank statements, etc.) as will establish that expenditures are allowable under the contract and applicable laws rules, and regulations; and are reasonable and necessary for the purpose of fulfilling obligations under this Contract.

C. Federal Financial Assistance

Contracts that are funded, in whole or in part, by federal financial assistance require the following, as applicable:

1. Compliance with OMB Circular A-133 – Audits of States, Local Governments and non-Profit Organizations
2. Compliance with OMB Circular A-21 – Cost Principles for Educational Institutions (2 CFR, Part 220); A-87 – Cost Principles for State, Local and Indian Tribal Governments (2 CFR, Part 225); or A-122 – Cost Principles for Non-Profit Organizations, as appropriate (2 CFR, Part 230)
3. Compliance with OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments
4. Compliance with OMB Circular A-110 – Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (2 CFR, Part 215)

This circular also applies to sub-awards made by state and local governments to organizations covered by the circular and provides that:

- a. A grant may be charged only allowable costs resulting from obligations incurred during the specified funding period.

- b. Any balance of un-obligated cash that has been advanced or paid that is not authorized to be retained for other projects must be refunded to the federal government.

VII. RECORDS REQUIREMENTS

A. Record Retention

The Provider shall maintain programmatic and administrative books, records, and documents (including electronic storage media), for a minimum of five (5) years in accordance with chapters 119 and 257, Florida Statutes, and the Florida Department of State Record Retention Schedule located at <http://dls.dos.state.fl.us/recordsmgmt>. The Provider shall maintain youth records, which are programmatic in nature in a secure location with access limited to duly authorized Department and Provider staff. Upon expiration of this Contract, the Provider shall return all files related to the Focus Groups and Disproportionate Minority Contact (DMC) Training records to the Department. The Provider shall ensure these records are available at all reasonable times to inspection, review, or audit by state and federal personnel and other personnel duly authorized by the Department. In the event any work is subcontracted, the Provider shall require each subcontractor to maintain and allow access to such records for audit purposes in the same manner. The Provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, Comptroller, or Auditor General access to such records upon request. The Provider shall ensure that all working papers are made available to the Department, or its designee, Comptroller, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

B. Transfer of Records

Upon completion or termination of the Contract, the Provider shall cooperate with the Department to facilitate the transfer and return of records to the Department, at no cost to the Department. All records provided to or developed by the Provider for this Contract are the property of the Department.

VIII. GENERAL TERMS & CONDITIONS

A. Incorporated By Reference

When applicable, the Department's Invitation to Bid, Request for Proposal or Invitation to Negotiate that results in this Contract and the Provider's bid, proposal or reply are incorporated herein by reference.

B. Order of Precedence

In the event of a conflict, ambiguity or inconsistency among the Contract and any attachments and exhibits named herein that are attached hereto and incorporated by reference, such conflict will be resolved by applying the following order of precedence:

1. Contract document including any attachments, exhibits, and amendments;
2. The Request for Proposals, Invitations to Bid, Invitations to Negotiate, exhibits, and appendices, including any addenda;
3. Applicable Florida Statutes and Florida Administrative Code;
4. Department policy and manuals; and
5. The Provider's proposal, bid or reply as incorporated by reference.

If the Contract is silent on matters relating to health services, the Provider shall follow applicable law and Department policy and manuals.

C. Rights, Powers and Remedies

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

D. Third Party Rights

This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

E. Legal and Policy Compliance

1. The Provider shall comply with all local, state, and federal laws, rules, regulations and codes whenever work is performed under this Contract. The Provider shall also comply with and the Department will monitor and evaluate the services provided under this Contract in accordance with all Department policies, and procedures that are in effect on the date that this Contract is fully executed.
 2. The Provider is not responsible for complying with subsequent changes to Department policies or procedure that may affect the services provided under this Contract unless the Department and the Provider negotiate otherwise. Such negotiation shall be reduced to writing through a contract amendment that is mutually agreed upon by both parties. However, the Department cannot waive a Provider's compliance to subsequent changes to any local, state, and federal laws, rules, regulations or codes.
 3. The Provider shall obtain any licenses and permits required for services performed under this Contract and maintain such licenses and permits for the duration of this Contract.
 4. Any and all waivers of Department policies, procedures, or manuals shall be reduced to writing and shall be maintained in the Contract Manager's file.
- F. Convicted Vendor List
A Vendor, person or affiliate who has been placed on the Florida Convicted Vendor List may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Department pursuant to section 287.133, Florida Statutes.
- G. Discriminatory Vendor List
In accordance with section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List:
1. May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and
 2. May not transact business with any public entity.
- H. Copyrights and Right to Data
Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so.
- I. Assignments and Subcontracts
The Provider shall not assign responsibility of this Contract to another party, subcontract for any of the work contemplated under this Contract, or transfer program services to another location without the prior written approval of the Department's Contract Manager. Approval by the Department of assignments or subcontracts shall not be deemed in any event to provide for the Department incurring any additional obligations under this Contract, nor relieve the Provider of the requirements of this Contract. The Department may monitor the terms and conditions of the assignment or subcontract to ensure compliance. The Provider shall ensure contracts with its subcontractors contain the terms and conditions of this Contract and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. The Department's review of subcontractor agreement(s) associated with this Contract award does not relieve the Provider of the responsibility to manage the subcontractor; demonstrate the value added and reasonableness of subcontractor pricing; and meet all contractual obligations.
- J. Sponsorship
If the Provider is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by City of *Fort Lauderdale* and the State of Florida, Department of Juvenile Justice." If the sponsorship reference is in written material, the words "State of Florida, Department of Juvenile Justice" shall appear in the same size letters or type as the name of the organization.
- K. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes. However, acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes do not relieve the Provider from its responsibility under the Contract, for the health, safety and welfare for the youth assigned to it by the Department.

L. Insurance

1. The Provider shall maintain, if applicable, the following types of insurance listed below during the entire period of this Contract and submit proof of maintenance to the Department on an annual basis.
 - a. Commercial General Liability with a minimum limit of \$500,000.00 per occurrence and \$1,000,000.00 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury, advertising liability, and medical payments.
 - b. Automobile Liability Insurance shall be required and shall provide bodily injury and property damage liability covering the operation of all vehicles used in conjunction with performance of this Contract, including hired and non-owned liability coverage:
 - 1) With a minimum limit for bodily injury of \$250,000 per person;
 - 2) With a minimum limit for bodily injury of \$500,000 per accident;
 - 3) With a minimum limit for property damage of \$100,000 per accident; and/or
 - 4) With a minimum limit for medical payments of \$10,000 per person.
2. The Provider shall maintain Worker's Compensation and Employers' liability insurance as required by Chapter 440, Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person and \$500,000 policy aggregate.
3. The Department shall maintain insurance for all Department-furnished real and personal property in Department-owned or leased facilities that are utilized by the Provider to deliver services under this Contract. For those services that are not delivered in Department-owned or leased facilities, the Provider shall procure and maintain "fire and extended coverage" for all property, furnishings and equipment furnished by the Department in an amount equal to its full insurable replacement value. The Department shall be named as a loss payee on these policies.
4. The Contract shall not limit the types of insurance the Provider may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Provider shall not be interpreted as limiting the Provider's liability and obligations under the Contract.
5. All insurance shall be in effect before the Provider commences services under this Contract or takes possession of Department-furnished property. The Provider shall deliver all Certificates of Insurance to the Department before the Department provides any funds. A Florida-regulated insurance company or an eligible surplus lines insurance carrier shall write all insurance. The Certificates shall be completed and signed by authorized Florida Resident Insurance Agents or Florida Licensed Nonresident Insurance Agents and delivered to the Department's Contract Manager. All certificates shall be dated and contain:
 - a. The name of the Provider, the program name, the name of the insurer, the name of the policy, its effective date, and its termination date;
 - b. The State of Florida listed as an Additional Named insured for policies of General Liability and Automotive Liability;
 - c. A statement the insurer will mail a notice to the Department's Contract Manager at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy; and

- d. All coverage required in this Contract.
6. If the Provider is self-insured, provision of proof of insurance at the appropriate coverage levels will suffice.

M. Suspension of Work

The Department may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the interests of the State to do so. The Department shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, or a declaration of emergency. After receiving a suspension notice, the Provider shall immediately comply with the notice. Within ninety (90) days, or any longer period agreed to by the Provider, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. The Provider will not receive compensation during the suspension period for the services that are under suspension.

N. Inspector General Requirements

1. Investigation

Pursuant to section 20.055, Florida Statutes, the Office of the Inspector General is responsible for providing direction for supervision and coordination of audits, investigations, and reviews relating to the programs and activities operated by or financed by the Department for the purpose of promoting economy and efficiency, and shall conduct investigations designed to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and other abuses in its programs and activities. The Inspector General and staff shall have access to any records, data, and other information maintained by the Department or Provider as deemed necessary to carry out the aforementioned activities. The Provider shall ensure that all Provider staff, and its subcontractors, fully cooperates with the Office Inspector General staff and/or other Department conducting any audits, investigation, inspection, reviews, or hearing pursuant to this section. The Provider shall, as directed by the Department, conduct Program Reviews of incidents reported to the Department. Program Reviews will be conducted by Provider staff certified by the Department as Program Review Specialists.

2. Incident Reporting

Pursuant to Rule 63f-11.001-006, Florida Administrative Code, Central Communications Center, the Provider shall comply with all Department incident reporting requirements. The Provider shall develop an internal numbering process for all incident reports to ensure that all reports are present and maintained in accordance with Department policy, including implementation of a written Arrest Reporting procedure requiring all owners, operators, directors, caretaker/direct contact staff, and subcontracted staff, who have been arrested for any criminal offense to make a report of their arrest, either written or oral, to their immediate supervisor within three (3) business days of the arrest. This procedure shall require the imposition of corrective action for noncompliance. Programs must comply with the reporting requirements as outlined in the Department's incident reporting policy.

3. Background Screening

1. The Provider shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website. The Provider shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, Florida Statutes and the Department's background screening policy (FDJJ 1800 Revised 10/27/14). Failure to comply with the Department's background screening requirements may result in termination of the Contract.

2. If the Provider is a law enforcement entity whose sworn law enforcement officers are certified pursuant to chapter 943, Florida Statutes, their background screening as required by the Florida Department of Law Enforcement will be deemed sufficient to comply with the background

screening requirements of this Contract. The Provider's subcontractor shall be subjected to the required DJJ screenings.

O. Quality Improvement Standards

1. The Department will evaluate the Provider's program, in accordance with section 985.632, Florida Statutes, to determine if the Provider is meeting minimum thresholds of performance pursuant to the Department's Quality Improvement standards.
2. A Provider failing a Quality Improvement Review shall cause the Department to conduct a second Quality Improvement Review within six (6) months. Failure of the second Quality Improvement Review shall cause the Department to terminate the Provider's contract, unless the Department determines there are documented significant extenuating circumstances. In addition, if the Provider's contract is terminated, the Department may not contract with the same Provider for the terminated service for a period of twelve (12) months.
3. Quality Improvement Reviews shall be based only on standards assessing compliance with this Contract, local, state, and federal laws, rules, regulations and codes, as well as Department policies, procedures and manuals that are in effect on the date that this Contract is fully executed, unless otherwise negotiated in writing between the Department and the Provider.
4. The Provider may ensure a minimum of one (1) staff member per contract participates in an on-site Quality Improvement Review in another judicial circuit on an annual (calendar year) basis. The Provider shall ensure all staff participating in Quality Improvement Reviews are at the management or supervisory level, have a minimum of a Bachelor's Degree unless a waiver request has been submitted and approved by the Department, and have completed the Department's Quality Improvement Peer Reviewer Certification Training Program. Participation in the training and the review shall be at the Provider's expense.
5. The results of Quality Improvement Reviews and final scores do not relieve the Provider of its responsibility for compliance with the provisions in this Contract.

P. Monitoring

The Department will conduct periodic announced programmatic and administrative monitoring to assess the Provider's compliance with this Contract and applicable federal and state laws, rules and Department policies and procedures. The Provider shall permit persons duly authorized by the Department to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Provider that are relevant to this Contract, and interview any clients and employees of the Provider under such conditions as the Department deems appropriate. Following such inspection, the Department will deliver to the Provider a list of its findings, including deficiencies regarding the manner in which said goods or services are provided. The Provider shall rectify all noted deficiencies specified by the Department within the specified period of time set forth in the Department's Monitoring Report. The Provider's failure to correct these deficiencies within the time specified by the Department may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

Q. Financial Consequences

1. Financial consequences shall be assessed for Contract non-compliance or non-performance in accordance with the FDJJ Policy #2000, and the Department Contract Monitoring Guidelines, Chapter 2, (available on the Department's website) for the following:
 - a. failure to submit a Corrective Action Plan (CAP) within thirty (30) calendar days of the Monitoring Visit;
 - b. failure to implement the CAP for identified deficiencies within the specified time frame(s);
 - c. and/or upon further failure to make acceptable progress in correcting deficiencies as outlined in the CAP within specified timeframes.

2. By executing a Contract, the Provider expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to the Department by law.

- *Total value of contract X 0.1% = Financial Consequence Imposition of consequences shall be per deficiency per day*

3. Upon the Department's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the deficiency(ies) for which financial consequences are being imposed, the conditions (including time frames) that must be in place to satisfy the deficiency(ies) and/or the Department's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice. The Contract Manager shall deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.
4. If the Provider has a grievance concerning the imposition of financial consequences for noncompliance, the Provider shall follow the dispute process that is outlined in section VIII., U., Dispute Resolution, of the Contract, outlining any extenuating circumstances that prevented them from correcting the deficiency(ies).

R. Confidentiality

1. Pursuant to section 985.04, Florida Statutes, all information obtained in the course of this Contract regarding youth in the care of the Department is confidential. The Provider shall comply fully with all security procedures of the State and the Department in performance of the Contract. The Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractor, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Department. The Provider shall not be required to keep confidential information or material that is publicly available through no fault of the Provider, material that the Provider developed independently without relying on the State's or Department's confidential information, or material that is otherwise obtainable under State law as a public record. The Provider shall take appropriate steps to ensure its personnel, agents, and subcontractors protect confidentiality. The warranties of this paragraph shall survive the Contract.
2. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulation applicable to entities covered under HIPAA, issued by the Department of Health and Human Services, entitled "Standards for Privacy of Individually Identifiable Health Information" (45 CFR Parts 160 and 164, effective November 20, 2014), if applicable under this Contract.

S. Dispute Resolution

Any dispute concerning compliance and/or performance of this Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and serve a copy to the Provider. Any dispute that cannot be resolved shall be reduced to writing and delivered to the Department's Assistant Secretary or designee of the relevant program area for resolution. However, if said process cannot resolve any dispute, the parties reserve the right to present said dispute to a court of competent jurisdiction.

T. Severability

If a court deems any provision of this Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

U. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Provider, by execution of this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracting with the Department by any federal department or agency, pursuant to 34 CFR, Part 85, Section 85.510. The Provider shall notify the Department if, at any time during this Contract, it or its principals are debarred,

suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contract with the Department by any federal department or agency. The list of excluded entities is available at <http://www.epls.gov/>.

V. Return of Property Purchased Under this Contract

All property purchased by the Provider utilizing Contract funds is the Property of the State and shall be returned to the Department upon expiration of this Contract. The property shall be returned in a condition which allows for re-use of equipment. The Department shall make the determination regarding the surplus of State-owned property. The Provider shall maintain property to protect against theft and/or damage. The Provider may not be reimbursed for property purchased unless specifically allowed by this Contract.

W. MIS Security

In accordance with Rule 71A-1.005 (1)-(5) F.A.C., Contractors, Providers, and Partners employed by the Department or acting on behalf of the Department shall comply with all applicable security policies, and employ adequate security measures to protect the Department's information, applications, data, resources, and services. When applicable, network connection agreements shall be executed for third-party network connections prior to connection to the Department's internal network.

X. Data Input into Department's Systems

The Provider is required to input data into the Department's Program Monitoring & Management (PMM) System and Staff Verification System (SVS) computer applications during the term of this Contract.

IX. CAPTIONS

The captions, section numbers, article numbers, title and headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Contract, nor in any way effect this Contract and shall not be construed to create a conflict with the provisions of this Contract.

X. ATTACHMENTS AND EXHIBITS TO BE INCLUDED AS PART OF THIS CONTRACT

Attachment I: Services to be Provided

Exhibit 1: Invoice

Exhibit 2: Florida Single Audit Act and FSAA's Exhibit 1

Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report

This Contract and all attachments and exhibits named herein that are attached hereto and incorporated by reference, represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**PROVIDER
CITY OF FORT LAUDERDALE**

**STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE**

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: FRED SCHUKNECHT

TITLE: _____

TITLE: CHIEF OF STAFF

DATE: _____

DATE: _____

VENDOR NUMBER: 59-6000319

**ATTACHMENT I
SERVICES TO BE PROVIDED**

I. GENERAL DESCRIPTION

A. General Description of Services

The Provider shall deliver services that address the issue of overrepresentation of minority youth in Florida's juvenile justice system by focusing on the issue of Racial and Ethnic Disparities (RED) and Disproportionate Minority Contact (DMC). The Provider shall deliver Disproportionate Minority Contact (DMC) Curriculum Training, Focus Groups, and Disproportionate Minority Contact (DMC) Analysis Reports to the Department.

B. General Services to be Provided

The Provider and approved subcontractors (if applicable) shall deliver services that include, but are not limited to:

1. Disproportionate Minority Contact (DMC) Training and Technical Assistance;
2. Disproportionate Minority Contact (DMC) Analysis Reports;
3. Youth Focus Groups; and
4. Monthly Conference Calls.

C. Authority for Specific Contracted Program Services

Chapter 985, Florida Statutes, gives the Department of Juvenile Justice the authority to:

1. Develop and implement effective programs to prevent delinquency;
2. Divert children from the traditional juvenile justice system;
3. Intervene at an early stage of delinquency;
4. Provide critically needed alternatives to institutionalization and deep-end commitment; and
5. Provide well trained personnel, high-quality services, and cost effective programs within the juvenile justice system.

D. Service Limits

The Provider shall not be paid for services rendered outside the terms of this Contract.

E. Major Goal(s) of the Program/Service

The goal of these prevention services is to reduce Racial and Ethnic Disparities (RED) and Disproportionate Minority Contact (DMC) in Florida's communities.

F. Definitions

1. Subcontractor: An agreement entered into by the Provider with any other person or organization that agrees to perform any performance obligations for the Provider specifically related to securing or fulfilling the Provider's obligations to the Department under the terms of this Contract.
2. Office of Juvenile Justice Delinquency Prevention (OJJDP): A component of the Office of Justice Programs, U.S. Department of Justice, accomplishes its mission by supporting states, local communities, and tribal jurisdictions in their efforts to develop and implement effective programs for juveniles. The Office strives to strengthen the juvenile justice system's efforts to protect public safety, hold offenders accountable, and provide services that address the needs of youth and their families.
3. Disproportionate Minority Contact: The Office of Juvenile Justice and Delinquency Prevention (OJJDP) states that Disproportionate Minority Contact occurs when the proportion of juveniles detained or confined in secure detention facilities, secure correctional facilities, jails, and lockups who are members of minority groups exceeds the proportion such groups represent in the general population. Accordingly, if a state finds that minority juveniles disproportionately come in contact with the juvenile justice system, the state is responsible for developing and implementing strategies to address this issue.
4. Racial and Ethnic Disparities: "Racial and ethnic disparity refers to unequal treatment of youth of color in the juvenile justice system. RED results in disparate outcomes for similarly situated youth." Burns Institute. <http://www.burnsinstitute.org/what-is-red/>

5. Law Enforcement: Any person who is elected, appointed, or employed full time by any municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. Examples: School Resource Officers, Sherriff's, Police, Security Guards, and University Officers.

II. SERVICES TO BE PROVIDED

A. Service Tasks

The Provider shall, at a minimum, perform the following service tasks as specified under this Contract:

1. Disproportionate Minority Contact (DMC) Training and Technical Assistance
Disproportionate Minority Contact (DMC) curriculum trainings shall be geared toward law enforcement agencies and shall address key issues of cultural competency, de-escalation of tense situations, and adolescent brain development. The Provider shall deliver at a minimum of one (1) Disproportionate Minority Contact (DMC) curriculum training within their agency and/or other law enforcement agencies, with training sessions being up to two (2) days per training session per quarter, with a minimum of five (5) law enforcement officers per training during this Contract term. Law enforcement officers shall complete a pre-test at the beginning of each training session and complete a post-test at the end of each training session. The Department will provide the Provider with the pre-and post-test to be utilized.
2. Disproportionate Minority Contact (DMC) Analysis Reports
The Provider shall collect and analyze (or coordinate the collection and analysis of) agency level Disproportionate Minority Contact (DMC) data. Disproportionate Minority Contact (DMC) Analysis Reports shall include data on geographical policing patterns, racial breakdown of youth contacted by law enforcement, any temporal or spatial ordering to the overrepresentation in the officer's jurisdiction (i.e. is the majority of the overrepresentation a function of arrests that occur at a specific time of day or in specific neighborhoods). Reports must also include the number of DMC trainings provided to date, the number of officers invited to attend, and the number of officers that completed the training. The report may also include any other elements deemed relevant to the officer's agency. The Provider shall deliver at a minimum one (1) Disproportionate Minority Contact (DMC) Analysis Report per quarter during this Contract term.
3. Youth Focus Groups
The Provider shall conduct focus groups with minority youth in the communities that they patrol. The goal of these focus groups is to improve the relationship between law enforcement officers and the minority youth that they may come in contact with, and build a mutual respect between the two (2) groups. Additionally, these forums provide opportunities for both groups to discuss concerns they have regarding fair and equal treatment of minority youth. Youth Focus Groups shall be at a minimum of one (1) per quarter during this Contract term, a minimum of forty-five (45) minutes per session, and consist of a minimum of the same fifteen (15) youth between the ages of five (5) through seventeen (17) per focus group. Youth shall complete a pre-test at the beginning of each focus group and complete a post-test at the end of each focus group. The Department will provide the Provider with the pre-and post-test to be utilized.
4. Monthly Conference Call:
The Provider shall participate in a conference call with the Department's Contract Manager and the Department's Statewide Disproportionate Minority Contact Coordinator, by discussing successes in delivering services that reduce overrepresentation of minority youth and furthering the Department's goal and program objectives. The conference call shall also be used to discuss any questions, concerns or improvements that may be deemed beneficial in identifying and or eliminating Disproportionate Minority Contact (DMC) and

Racial and Ethnic Disparities (RED) with youth in the juvenile justice system. Conference calls shall be held at a minimum once (1) per month, at a minimum of thirty (30) minutes per session.

B. Service Task Limits

All prescribed services shall be provided in a manner consistent with applicable federal and state laws, rules and regulations. The Provider shall ensure all program participants are afforded the opportunity to participate in all programming activities of interest. These services shall be on an ongoing basis throughout this Contract term.

C. Staffing/Personnel

The Provider and all personnel provided under this Contract, whether performance is as a Provider, subcontractor, or any employee, agent or representative of the Provider or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. The Provider shall provide copies of all current licenses or certificates required for the delivery of services under this Contract, to the Department's Contract Manager, prior to the delivery of services or upon request.

1. Staffing Levels and Staff Qualifications

The Provider shall ensure the constant presence of sufficient qualified staff to provide the services listed in order to ensure that there shall be no waiting lists for program services and shall monitor staff vacancies to ensure services are not cancelled, postponed, or rescheduled (see table below).

POSITION TITLE	FTE	GENERAL POSITION DESCRIPTION	MINIMUM REQUIRED QUALIFICATIONS
Police Officer	5	Attend DJJ regional training pertaining to DMC curriculum; Conduct in-house quarterly DJJ training and provide supporting documentation for reporting. The Officers will also participate in a one (1) day training, hosted by the FLPD service provider, which involves participation area youth (Youth Focus Group).	Required to pass the Department's standards regarding background screening. Employment eligibility shall be verified through the United States Department of Homeland Security's E-Verify System. Shall possess at a minimum a High School Diploma.

2. Provider Staffing Schedule and Vacancies

The Provider shall have and utilize a written back-up plan and have adequate qualified staff to fill-in for required Provider staff who may be absent from work (e.g. unexpected emergency, illness, or vacation) to ensure that services shall not be canceled or rescheduled. Any changes to staffing levels shall be made through a formal amendment. Staffing changes at any level within the program shall be reported on the Staff Vacancy Report which shall be submitted monthly to the Department's Contract Manager.

3. Staff Training

- a. Training shall be specific to the functions and responsibilities of each member. Qualified personnel for the specific topic must provide training.
- b. Staff shall be trained in the Department's Juvenile Justice Information System (JJIS) and other computer applications such as Staff Verification System (SVS) and Program Monitoring and Management (PMM) as needed, and PREA. The Provider may offer the required trainings in-house or use the Department's Learning Management System. All staff

must have in his/her personnel file documentation of the completion of minimum training requirements, with the number of hours earned. This information will be updated annually and copies shall be provided upon request to the Department's Contract Manager. All independent training curriculums shall be submitted to the Department's Contract Manager for review and approval by the Department's Staff Development and Training unit.

- c. All training costs and expenses associated with training/travel for training Provider's staff are the responsibility of the Provider.

D. Juvenile Justice Information System (JJIS)

The Provider shall be responsible for the accuracy of the information entered into the Juvenile Justice Information System (JJIS). This responsibility is based on the Department's capability to provide access and utilization to the Provider. The Provider shall designate a lead staff person responsible for ensuring completion and accuracy of the JJIS data entry, including Program Monitoring and Management (PMM) and Staff Verification System (SVS). This staff person shall also be the main contact for the Department's Data Integrity Officer and the Office of Program Accountability. The Department will provide limited assistance to the Provider with JJIS training

E. Record Keeping

The Provider shall maintain a case file for Focus Groups participants and Disproportionate Minority Contact (DMC) Training participants. The file shall contain at a minimum; documentation of written parental consent (youth only), pre-and post-tests/surveys, and sign-in sheets.

F. Data Collection

Upon access to the Department's JJIS system, the Provider shall enter data into the following systems. The responsibility for entering data in JJIS is based on the Department's capability to provide access and utilization to the Provider. The Provider shall contact the Department's Data Integrity Officer in the area to gain appropriate access and secure training within forty-five (45) days of this Contract start date.

1. JJIS Prevention Web: The Provider must enter data into the JJIS Prevention Web within three (3) business days of youth's admittance to the program. All youth information required in the JJIS Prevention Web shall be collected and maintained in hard copy format.
2. Staff Verification System (SVS): The purpose of the Staff Verification System (SVS) is to create a comprehensive database of employees that work with youth in juvenile justice programs. Each time a supervisor is considering hiring a new employee, the supervisor will be able to access the system to obtain the work history of the individual in juvenile justice programs in Florida. The system will show the programs the person has worked for and will provide previous employer's name and telephone number to enable you to make contact for job references. By sharing this information, the Department will be able to ensure that undesirable employees do not move from DJJ to a Provider program or from one Provider program to another. Florida Statute authorizes the sharing of this information for all criminal justice agencies, including the Department of Juvenile Justice and its Providers. Each Provider will be required to input several data items on each employee including employee name, social security number, date of hire, program where employed, and job title. Once the initial data on all employees is added to the system, Providers will be responsible for updating the list monthly regarding employees who have left their employment and all new hires. DJJ data will be updated via the state of Florida People First System.
3. Program Monitoring & Management (PMM) System: The purpose of the PMM System is to provide a single site for the Department's monitoring process, document storage, deficiency review and corrective actions, and performance measures. Providers will be able to view monitoring reports and enter comments, will build corrective action plans to respond to deficiencies, and will enter data on performance issues as determined in Contract or service area.

G. Service Locations and Times

1. Service Locations

The Provider's administrative offices are located at the following address:

- 1300 West Broward Blvd., Fort Lauderdale, FL 33312.

All files related to program shall be maintained and secured at the administrative location(s) of the Provider and its subcontractors. Services shall be provided in Circuit 17, Broward County.

2. Service Times

Service times for Disproportionate Minority Contact (DMC) Training and Technical Assistance; Disproportionate Minority Contact (DMC) Analysis; Youth Focus Groups; and Monthly Conference Calls shall be offered during traditional and non-traditional business hours. The Provider's key personnel shall be available for contact by the Department during business hours of 8:00 AM – 5:00 PM EDT/EST, Monday through Friday, with the exception of State Holidays.

H. Property

The Department is accountable to the State of Florida for the expenditure of funds on property. Property purchased by the Provider must be accounted for as specified by the following required language.

1. Title (ownership) to all non-expendable property shall be vested in the Department at the time of the purchase of the property if the property is acquired from:
 - a. Expenditure of funds provided by the Department under a cost-reimbursement Contract.
 - b. Expenditure of funds provided by the Department as operational expense dollars.
2. All state-furnished property acquired by the Provider through funding sources identified above, with a cost of \$1,000 or more and lasting more than one year, and hardback-covered bound books costing \$250 or more, shall be accounted for in accordance with chapter 10.300, Rules of the Auditor General. All such property, including replacements to state-furnished property that is lost, destroyed, exhausted, or surpluses under the terms of this Contract, shall be returned to the Department upon Contract termination. Any replacements shall be of equal or greater value when returned to the Department.
3. Upon delivery of Department-furnished property to the Provider, the Provider assumes the risk and responsibility for its loss and damage.
4. All state-furnished property with a cost of \$100 or more, but less than \$1,000 shall be accounted for by the Provider. The Provider shall develop and use a system that is approved by the Department. The Provider property accountability system shall contain, at a minimum: item number; item description; physical location of the property; serial or manufacturer's number; name, make, or name of manufacturer; model year; date purchased; method of procurement; and condition of property. The system shall be designed to reflect any changes to the status of property such as condition or disposition. All such property shall be either returned to the Department upon Contract termination or disposed of as instructed by the Department. Any replacements shall be of equal or greater value when returned to the Department.
5. The Provider shall submit to the Contract Manager, a listing of all items purchased for the program with Department funds and include supporting documentation of funds used. The Provider shall include this with the first invoice submitted after purchase of the item(s).
6. The Provider shall not dispose of state-furnished property without the written permission of the Department. Department policies and procedures shall be

followed when disposing of state-furnished property.

7. The Provider shall not use any state-furnished property for any purpose except the delivery of services identified in this Contract.
8. The Provider shall submit a final inventory report that is approved by the Department at conclusion of this Contract.

H. Facility Requirements

All program facilities are Provider or Provider's Subcontractor owned or leased and shall comply with all state and local rules and regulations. The Provider and its Subcontractors shall comply with standards required by fire and health authorities. All building and grounds, equipment and furnishing shall be maintained in a manner that provides a safe, sanitary and comfortable environment for youth, visitors, and employees.

III. DELIVERABLES

The Provider shall submit an invoice with sufficient documentation to fully justify payment for services delivered. Failure by the Provider to promptly report and document deliverables as required shall result in a reduction in the invoice. In months where the Provider did not complete services, an invoice is not required.

A. Disproportionate Minority Contact (DMC) Training and Technical Assistance

Minimum service level:

1. Completion of one (1) Disproportionate Minority Contact (DMC) Training and Technical Assistance. Sessions shall be up to two (2) days per session, per quarter, with a minimum of five (5) law enforcement officers per session. Supporting documentation includes:
 - a. A daily dated sign-in sheet with the signature of the individuals that attended each session; and
 - b. The name of staff administering the training.

B. Disproportionate Minority Contact (DMC) Analysis Reports

Minimum service level:

Completion of one (1) Disproportionate Minority Contact (DMC) Analysis Report per quarter to include: a racial breakdown of police contacts (arrests as well as informal encounters, as applicable) with youth; any temporal or spatial ordering to the overrepresentation in the officer's jurisdiction; the number of DMC trainings provided to date; the number of officers invited to attend; and the number of officers that completed the training. Supporting documentation shall include a copy of the Disproportionate Minority Contact (DMC) Analysis Report.

C. Youth Focus Groups

Minimum Service Level:

Completion of one (1) Youth Focus Group at a minimum of forty-five (45) minutes per session, per quarter, with a minimum of the same fifteen (15) youth between the ages of five (5) through seventeen (17) per focus group. Supporting documentation shall include the following:

- a. A daily dated sign-in sheet with the signature of the person/persons that attended each session; and
- b. The name of staff conducting the focus group.

IV. REPORTS

The Department will require progress or performance reports throughout the term of this Contract. The Provider shall complete reports as required to become eligible for payment.

The following are the Contract Managers for the respective parties. All matters shall be directed to the Contract Managers for action or disposition. Any and all notices shall be delivered to the parties at the following addresses:

Provider	Department
Fort Lauderdale Police Department	Department of Juvenile Justice
Dayna Bhaggan, Grants Administrator	Linda Lynn, Contract Manager
1300 West Broward Blvd.	1800 St. Mary Avenue
Fort Lauderdale, FL 33312	Pensacola, Florida 32501
Telephone: 954-828-5284	Telephone: 850-595-8253
Fax: 954-828-6001	Fax: 850-595-8516
Email: dbhaggan@fortlauderdale.gov	E-mail: linda.lynn@djj.state.fl.us

Contract Manager Contact Information Changes: After execution of this Contract, any changes in the contact information to the above Contract Managers may be provided by either party, by written notification to the other party, with a copy of the written notification to be sent to the Department's Bureau of Procurement and Contract Administration. A copy of the written notification shall be maintained in the official Contract record. All notices required by this Contract or other communication regarding this Contract shall be sent by United States Postal Service or other delivery service with proof of delivery.

A. Invoice

A properly prepared invoice shall be submitted directly to the Department's Contract Manager within fifteen (15) business days following the end of the quarter for which services were rendered. Payment of the invoice shall be pursuant to section 215.422, Florida Statutes and any interest due shall be paid pursuant to section 55.03(1), Florida Statutes. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Provider is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 800-848-3792.

B. Quarterly Activity Report

A summary of contracted program services shall be submitted with the Provider's invoice on a quarterly basis. The report shall include a summary of service components provided, detail of all program concerns/challenges/barriers, and, to assist in fulfilling the Department's responsibilities under the Government Performance and Results Act (GPRA), public Law 103-62, OJJDP performance measures data.

C. Quarterly Expenditure Report

A list of all expenditures using Contract funds shall be submitted with the Provider's invoice on a quarterly basis.

D. Proof of Insurance

A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the delivery of service, and prior to expiration. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in this Contract. If the Provider is self-insured, provision of proof of insurance will suffice.

E. Subcontract(s)

A copy of all subcontracted agreements entered into by the Provider and a subcontractor for services required of the Provider via this Contract, shall be submitted to the Department in advance for review. A signed copy of the subcontract reviewed by the Department shall be provided to the Department's Contract Manager prior to the delivery of service to Department youth and payment to the subcontractor.

F. Organizational Chart

The Provider's organizational chart shall be provided upon execution of this Contract, annually, and upon changes. The organizational chart shall include the programmatic and administrative structure of the Provider's organization.

G. Staff Vacancy Report

The Provider shall provide a complete list of all vacant program positions required by this Contract, and include the position title, position number, date of vacancy, and position description. The Provider shall provide the Department's Contract Manager with an explanation for vacancies, which exceed ninety (90) calendar days. Services shall be

provided to all Department youth by qualified Provider staff regardless of whether a position(s) is vacant.

H. Minority Business Enterprise (MBE)

The Provider shall submit to the Department's Contract Manager, along with each monthly invoice, a copy of the Florida MBE Utilization Report (Exhibit 3), listing all payments made for supplies and services to Minority Business Enterprises (MBEs) during the invoice period. The listing shall identify the MBE code for each payment.

I. Continuity of Operations Plan (COOP)

Prior to the delivery of service, the Provider shall submit a COOP, which provides for the continuity of Contract services in the event of a manmade/natural disaster/emergency. The Department approved Plan format can be found on the Department's website. Additional information can be found in FDJJ 1050, Continuity of Operations Plans.

J. Annual Report

The annual report shall include the number of youth served, number of families served, number of volunteers utilized and number of staff. The report shall also describe any obstacles, the overall program goals and objectives and how successful the program was at achieving them.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO
Invoice	Quarterly	Fifteen (15) business days following the end of the quarter for which services were rendered	Contract Manager
Quarterly Activity Report	Quarterly	Fifteen (15) business days following the end of the quarter for which services were rendered	Contract Manager
Quarterly Expenditure Report	Quarterly	Fifteen (15) business days following the end of the quarter for which services were rendered	Contract Manager
Proof of Insurance Coverage	Annually	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Prior to contract execution	Prior to contract execution	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and July 1	Contract Manager
Staff Vacancy Report	Monthly	15 th day of the following reporting month	
MBE Utilization Report	Monthly	15 th day of the following reporting month	Contract Manager
COOP	Annually	Prior to the delivery of services	Contract Manager
Annual Report	Annually	15 th day following the last day of the Contract	Contract Manager

K. Report Receipt and Documentation

The Provider shall submit written reports with all required documentation within the timeframes listed above to the correct individuals to become eligible for payment. Delivery of deliverables and reports shall not be construed to mean acceptance of those deliverables and reports. The Department reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Department's Contract Manager will approve or reject deliverables and reports.

V. PERFORMANCE MEASURES

The Provider or its approved subcontractors shall meet the following program specific performance measures:

A. Performance Outputs

- Goal: 100% of officers invited to attend training will complete Disproportionate Minority Contact (DMC) curriculum training.
- Measure: The number of invited officers divided by the total number of officers who completed the curriculum training.
- Standard: 75% of officers invited to attend training will complete Disproportionate Minority Contact (DMC) curriculum training.
- Frequency: This shall be reported on a quarterly basis.

B. Performance Outcomes

- Goal: 100% of officers who receive Disproportionate Minority Contact (DMC) training will exhibit an increase in knowledge or understanding of the material contained in the Disproportionate Minority Contact (DMC) curriculum.
- Measure: The measure is calculated by dividing the total number of DMC training officers whose post-test scores were higher than their pre-test score by the total number of DMC training officers who completed the DMC curriculum training.
- Standard: 75% of officers who receive Disproportionate Minority Contact (DMC) training will exhibit an increase in knowledge or understanding of the material contained in the Disproportionate Minority Contact (DMC) curriculum.
- Frequency: This shall be reported on a quarterly basis.



EXHIBIT 1
FLORIDA DEPARTMENT OF JUVENILE JUSTICE
INVOICE FOR FIXED PRICE OR FIXED FEE CONTRACT/GRANT

SECTION I:

Provider (Payee) Name: _____ Remittance Address: _____ Program Name: _____ Service Address: _____ FEID#: _____	Contract/Grant No.: _____ ¹ Invoice Number: _____ Invoice Date: _____ Service Period From: _____ Service Period To: _____
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SECTION II:

A	B	C	D	E
Unit of Service or Description	Total Number of Units	Total Number of Days	Unit Costs	Total Costs
Payment Amount Requested <input type="checkbox"/>				

SECTION III:

CERTIFICATION

- I certify that the expenditures incurred under this contract/grant are for commodities or services, which are reasonable, necessary, allowable and allocable, and the expenditures directly relate to the purpose of the contract/grant.
- I certify that the services this individual or entity have provided services in accordance with the terms and conditions specified in the contract/grant.
- I certify that this individual or entity, in accordance with the terms and conditions specified in the contract/grant, maintains any documents and proof of payment supporting the expenditures.

Signature of Provider Agency Official _____	Type or Print Name & Title _____	Telephone & Ext. _____	Date _____
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SECTION IV:

FOR DEPARTMENT USE ONLY

Date Invoice Was Received	Date Goods Or Services Were Received	² Date Goods Or Services Were Inspected And Approved		SIGNATURE & TITLE Of Person Approving Invoice For Payment		PRINT Name Of Person Approving Invoice		Telephone #	Signature/Date
Org Code	Exp Option	Object Code	Amount	Org Code	Exp Option	Object Code	Amount		
1.			\$	4.			\$		
2.			\$	5.			\$		
3.			\$	6.			\$		

¹Assigned by the Provider or use the Contact number/2-digit month/2-digit year format. For example, the invoice number for March 2011 for contract X1234 would be "X1234/03/11". The invoice number must match the number on the "Summary of Contractual Services Agreement/Purchase Order" form.

²Goods/Services have been satisfactorily received and payment is now due.

EXHIBIT 2
DEPARTMENT OF JUVENILE JUSTICE
FLORIDA SINGLE AUDIT ACT
CHECKLIST FOR COMPLIANCE WITH FEDERAL AND DEPARTMENTAL AUDIT REQUIREMENTS
PART I AND/OR II APPLIES

NOTE: FOR ADDITIONAL INFORMATION, PLEASE GO TO:
<https://apps.fldfs.com/fsaa/links.aspx>

Resources awarded by the Department to the Provider are subject to audits and monitoring by the Department, as described in this section.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Provider expends \$500,000 or more in Federal awards in its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. FSAA EXHIBIT 1 to this Contract indicates the Federal resources awarded through the Department by this Contract. In determining the Federal awards expended in its fiscal year, the Provider shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C. of OMB Circular A-133, as revised.
3. If the Provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Provider resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is applicable if the Provider is a non-state entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the Provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Provider, the Provider must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. FSAA EXHIBIT 1 to this Contract indicates the state financial assistance awarded through the Department by this Contract. In determining the state financial assistance expended in its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1., the Provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Provider expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required.

In the event that the Provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Provider's resources obtained from other than State entities).

PART III: OTHER AUDIT REQUIREMENTS

Pursuant to Section 215.97(8)(n), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State-awarding agency will arrange for funding the full cost of such additional audits.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Contract shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to each of the following:
 - A. The Department's Contract Manager listed in this Contract.
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:
Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by Part I of this Contract and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Provider shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the Provider's audited schedule of expenditures of Federal awards directly to the Department's Contract Manager listed in this Contract.
3. Copies of financial reporting packages required by Part II of this Contract shall be submitted within nine months (270 calendar days) after the end of the Provider's fiscal year and 12 months after the end of the government entities' fiscal year, by or on behalf of the Provider directly to each of the following:
 - A. The Department's Contract Manager listed in this Contract.
 - B. The Auditor General's Office at the following address:
Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Part III of this Contract shall be submitted by or on behalf of the Provider directly to the Department's Contract Manager listed in this Contract.
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Providers, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Provider from the independent auditor in correspondence accompanying the reporting package delivered to the Department.

FSAA EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show the total Federal resources awarded.

Federal Program: Department of Juvenile Justice, Title II Grant Number: 2011JFFX034, Subgrant Number P6105, Catalog of Federal Domestic Assistance number 16.540, Amount \$27,777.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. First applicable compliance requirement (e.g., what services/purposes resources must be used for).
2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).
3. Etc.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.

Federal Program N/A

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show the total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of Juvenile Justice for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

**EXHIBIT 3
FLORIDA MBE UTILIZATION REPORT**

CONTRACT #: _____ **CONTRACT MANAGER:** _____

REGION: _____ **CIRCUIT:** _____ **LOCATION (COUNTY):** _____

PROGRAM NAME: _____

PROVIDER NAME: _____ **INVOICE MONTH:** _____

ADDRESS: _____ **INVOICE AMOUNT:** _____

TELEPHONE: _____ **CONTRACT AMOUNT:** _____ **(ANNUAL) BUSINESS CLASSIFICATION CODE** _____

**** (ENTER CODES H through R FROM SCHEDULE BELOW, AND FILL IN LINES 1 through 5 IN THE SUBCONTRACTOR TABLE)**

Business Classification

A – Non Minority
B – Small Bus (State)*
C – Small Bus (Federal)
E – Government Agency (local)
G – P.R.I.D.E. M – Non Minority Women
(Formerly American Women)

Certified MBE**

H – African American
I – Hispanic
J – Asian/Hawaiian
K – Native American
R – Non Minority Women
(Formerly American Women)

Non Certified MBE**

N – African American
O – Hispanic
P – Asian/Hawaiian
Q – Native American

Non Profit Organization

S – 51% or more Minority
T – 51% or more Minority
Workforce

**INSTRUCTIONS
PROVIDER:
Complete this form**

(*Defined as 200 employees or less, \$5 million or less net worth and domiciled in Florida)

	ENTER MBE SUBCONTRACTOR NAME	SPURS, SSAN, OR FEID VENDOR #	CMBE/ MBE CODE (H-R)	SUBCONTRACTED PLAN AMT.	AMT. PAID TO MBE SUBCONTRACTOR IN THE CURRENT MONTH	SUBCONTRACT PLAN BALANCE
1						
2						
3						
4						
5						

PROVIDER CERTIFICATION: I certify that the above information is true and correct to the best of my knowledge.

PROVIDER SIGNATURE: _____ **TITLE** _____

PRINT NAME: _____ **DATE:** _____